SOUTHERN DISTRICT OF NEW YO	ORK	
JAKIL S.P.A.,	: :	08 CIV 5613 (DC)
Plaintiff,	; :	ECF CASE
- against -	:	DECLADATION OF
AGRIMPEX CO. LTD.,	:	DECLARATION OF ANNE C. LEVASSEUR
Defendant.	•	
Defendant.	: . X	

ANNE C. LEVASSEUR, having been duly sworn, deposes and states the following upon the penalties of perjury as per 28 U.S.C. § 1746:

- 1. I am a member admitted to the Bar of this Honorable Court and am an attorney in the firm of Lennon, Murphy & Lennon LLC, attorneys for the Defendant AGRIMPEX CO.

  LTD. ("Agrimpex").
- 2. I submit this Declaration in support of the Motion to Vacate Maritime Attachment filed by Agrimpex.
- 3. Attached hereto as Exhibit 1 is a true and accurate copy of the first sales contract (no. DFS/56207) between Agrimpex and Jakil dated June 27, 2007.
- 4. Attached hereto as Exhibit 2 is a true and accurate copy of the second sales contract (no. DFS/56307) between Agrimpex and Jakil dated July 3, 2007.
- 5. Attached hereto as Exhibit 3 is a true and accurate copy of the third sales contract (no. DFS/56407) dated July 10, 2007.
- 6. Attached hereto as Exhibit 4 is a true and accurate copy of the forth sales contract (no. DFS/56607) dated July 17, 2007.

7. Attached hereto as Exhibit 5 is a true and accurate copy of the fifth sales contract (no. DFS/56907) dated July 27, 2007.

Executed at Southport, CT this 26th day of August, 2008.

Anne C. LeVasseur

Case 1:08-cv-05613-DC

Document 12-2

Filed 08/26/2008

Page 2 of 4

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JAKIL SPA

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Contract of Sale No. DFS/56207

Date 27th June 2007

Duyer Jakii SPA Fore Buchapana, 68 20121 Milano itsiy

Dear Stra.

We confirm having sold to you on 27/06/2007 the following:-

COMMODITY:

Sudanese dusta felesius 2005/2005 aud/or 2006/2007

crop at sellers option cleaned to within meximum 3% somisures, maximum 0.30% Tumin in sound good condition at time and place of

Quality/condition/description all final as per certificute/s issued at time

of adipment by SGS or their agents in Station.

Delivered weight

QUANTITY!

One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at

connuct price.

SHIPMENT

July / August 2007 from origin.

PACKING:

In bulk.

PRICE:

US\$ 230 (Two hundred and thirty US Dollars) per inton.

C+F Free Out one Italian Adriatic port out of Venice/Ancona/Revenua at buyers option, where buyers guarantee both to accommodate vessel upto 31' feet swed. In the event buyers went additional ports, then this will be as per rates stipulated in the Charter Party which shall be for

buyers account.

Discharge port to be declared at sellers first demand but not later

then commencement of loading of vessel.

PAYMENT:

100% cash against documents on presentation in Judy with payment latest on enival of vessel's at discharge part and prior commencement

of discharge by T/T. T/T charges for buyers account.

Should documents be presented at buyers bank before 11:00 hrs AM then sellers will be credited with value within 48 bours, otherwise

within 72 hours value.

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Agrimpex Co. Limited

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Contract of Sale No. DFS/56207

Date 27th June 2007

PAYMENT CONTO...:

In the event vessel's arrive prior presentation of chipping documents selles have the option to either ask buyers to take delivery on first rises bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on unival of vessel's before breaking bulk against presentation of original invoice, incurance certificate and indemnity letter for allowing the discharge of the goods without production of Biles.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against prescutation of the original latter of indemnity to vessels against

DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/induced prorata if vessel single-decker/bulkes-riet, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and prorata. If used only time actually worked to count as laysing.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIFPON/WICCON.

Demurage as per C/P rais for buyers account. Despatch to be half of demurage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

OTHER TERMS/ CONDITIONS:

- 1) All export duties and/or taxes and/or levies present and/or fature are for sellers account.
- All import duties sud/or taxes aud/or levies present and/or future are for buyers account.
- 3) Buyers have the exchaining on performing vessels at discharge part.
- 4) Sollers guarantee provision on FUR 1 certificate at discharge port before completion of discharge and a copy of phytosenitary certificate on board vessel.

ASSESSED SOURCES

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Royal Boune, 1138 High Rend, Lendon, NAVIA. Telephones 278 8446 6721 Fax: 028 8446 7116 Telephone 25042 AGRICO G. e-mail: Carde Dags Important in

Contract of Sale No. DFS/55207

Date 27th June 2007

OTHER TERMS CONDITIONS CONT/D....

5) - Funication certificate

6) - Vessel/s to be singledecker/balks arrise/tweesdecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.

7) - in the event that the quantity shows on the FUR I certificate is higher than that shown on B/L quartity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form Not 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this courset will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

BUYERS

Page 3

Directors P. G. Millyan E. L. Pallyan Registration sendor: All TRAN

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# Agrimpex Co. Limited

Regal House, 1136 High Road, London, N20 SRA Telephson: 020 3446 5931 Fan: 020 3446 7116 Telex: 295142 AGRICO G. S-mail: trade@agricopsz.co.nk

Contract of Sale No. DFS/5630?

Date 3rd July 2007

Buyer
Jakil SPA
Foro Buonaparte, 68
20121 Milano
Italy

Dear Sirs.

We confirm having sold to you on 03/07/2007 the following:-

COMMODITY:

Sudanese derra feterita 2005/2006 and/or 2006/2007

crop at sellers option cleaned to within maximum 3% admixture, maximum 0.50% Tannin in sound good condition at time and place of

shipment.

Quality/condition/description all final as per certificate/s issued at time

of shipment by SGS or their agents in Suden.

Delivered weight

QUANTITY!

One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at

contract price.

SHIPMENT:

August / September 2007 from origin.

Sellers option to ship any date during this shipment period provided that B/Ls are dated not earlier than 21 days from the date of the first

B/Ls issued against shipment executing contract no.

DFS/56207 (yours, 11381) dated 27/6/07.

PACKING:

In bulk.

PRICE:

US\$ 230 (Two hundred and thirty US Dollars) per mon.

C+F Free Out one Italian Adriatic port out of Venice/Ancone/Ravenue at buyers option, where buyers guarantee both to accommodate vessel upto 31' feet swad. In the event buyers want additional ports, then this will be so per rates slipuiated in the Charter Party which shall be for

buyers account.

Discharge port to be declared at sellers first demand but not later

than commencement of loading of vessel.

PAYMENT!

100% cash against documents on presentation in Italy with payment latest on arrival of vessel/s at discharge port and prior commencement

of discharge by T/T. T/T charges for ouyers account.

Should decriments be presented at buyers bank before 11:00 hrs AM then sellers will be credited with value within 48 hours, otherwise

within 72 hours value.

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Directors P. G. Fillippe K. L. Politics Separation number, 012755%

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Page 3 of 4

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JAKIL SPA

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#### Agrimpex Co. Limited

Regal House, 1138 High Road, London, NZU URA Telephone: 020 8446 6921 Faz: 020 8446 7116 Telex 296142 AGRICO G. e-mall: trade@egrkz.pex.co.uk

Contract of Sale No. DFS/56307

Date 3rd July 2007

PAYMENT CONT/D...:

In the event vessel's arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank grarentee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account or alternatively 100% cash latest on arrival of vessel/s before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original

istic of indemnity to vessels agents.

DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced prorate if vessel singledecker/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and protests. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 03.00 AM hours the next working day after presentation of NOR given during ordinary office

hours, WIBON/WIPON/WIFPON/WICCON.

Demurage as per C/P rate for buyers account. Despetch to be half of democrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

#### OTHER TERMS/ CONDITIONS:

- i) All export duties and/or taxes and/or lavies present and/or future are for seilers account.
- 2) All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) Buyers have the exclusivity on parforming vessel/s at discharge cort
- 4) Sellers guarantee provision on EUR 1 carefrents at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

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Circulate P. G. Philippes. K. L. Philippes. Registration rounder: 01177375



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#### Agrimpex Co. Limited

Regal House, 1138 Bligh Bood, London, N28 GRA Telephone: 020 8446 6921 Fax: 020 8446 7116 Teleph 296182 AGRICO G. An consultation of the court

Contract of Sale No. DPS/56307

Date 3rd July 2007

OTHER TERMS! CONDITIONS CONT/D....:

5) - Fumigation certificate

- 6) Vessel's to be singledecker/bulkearries/tweendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.
- 7) In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this commet will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

Case 1:08-cy-05613-DC Document 12-4 Filed 08/26/2008 Page 2 of 4 6. LUG. 2007 10:11 JAKIL SPA

### Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 ORA Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G. e-mail: trado@agrimpex.co.uk

Contract of Sale No. DFS/56407 Buyer Jakii SPA Foro Buonaparte, 68

20121 Milano

Italy

Dear Sirs,

We confirm having sold to you on 10/07/2007 the following:-

COMMODITY:

Sudanese durra feterita 2005/2006 and/or 2006/2007

crop at sellers option cleaned to within maximum 3% admixture, maximum 0.50% Tamin in sound good condition at time and place of

Date 10th July 2007

shipment.

Quality/condition/description all final as per certificate/s issued at time

of shipment by SGS or their agents in Sudan.

Delivered weight.

QUANTITY/

One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at

contract price.

SHIPMENT:

September/October 2007 from origin.

PACKING:

in bulk,

PRICE:

USS 235 (Two hundred and thirty-five US Dollars) per inton.

C+F Free Out one Italian Adriatic port out of Venice/Ancona/Ravenna at buyers option, where buyers guarantee berth to accommodate vessel upto 31' feet swad. In the event buyers want additional ports, then this will be as per rates stipulated in the Charter Party which shall be for

buyers account.

Discharge port to be declared at sellers first demand but not later

than commencement of loading of vessel.

PAYMENT:

100% cash against documents on presentation in Italy with payment latest on arrival of vessel/s at discharge port and prior commercement

of discharge by T/T. T/T charges for buyers account.

Should documents be gresented at buyers bank before 11:00 hr; AM then sellers will be credited with value within 48 hours, otherwise

within 72 hours value.

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Directors: P. G. Philipper. X. L. Philipper. Registration number: 01370675

16. LUG. 2007 10:12

JAXIE SPA

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#### Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 ORA Telephone: 020 8446 6921 Fax: 020 8446 7116 Telet: 206142 AGRICO G. Small: trade@agrimpex.co.uk

Contract of Sale No. DFS/56407

Date 10th July 2007

#### PAYMENT CONT/D....:

In the event vessel's arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel's before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to zeach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

#### DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced prorata if vessel singledecker/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and prorata. If used only time actually worked to bount as laytime.

Time at first disport to start counting as from 08,00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIFPON/WICCON.

December 25 per C/P rate for buyers account. Despatch to be half of

deumnage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

#### OTHER TERMS/ CONDITIONS:

- All export duties and/or taxes and/or levies present and/or future are for sellers account,
- 2) All import duties and/or taxes and/or levies present and/or future are for buyers account.
- Buyers have the exclusivity on performing vessel's at discharge port.
- 4) Sellers guarantee provision on EUR I certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

CRIMED SO LIMITED

Directors; P. G. 75 Hoper, K. L. Politice, Registration number: 01370075

16. LUG. 2007 10:12

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### Agrimpex Co. Limited

Regal Hour, 1139 High Road, London, N20 ORA Telephone: 020 8445 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G e-eucil: trade@agrimper.co.uk

(Cont/d.,.)

Contract of Sale No. DFS/56407

Date 10th July 2007

OTHER TERMS/ CONDITIONS CONT/D....:

5) - Funigation certificate

6) - Vessel/s to be singledecker/bulkcarrier/tweendecker classed bighest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.

7) - In the event that the quantity shown on the EUR I certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No. 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

**SELLERS** 

BUYERS

Directors: P. G. Philippes, K. L. Philipes, Registration number: 01370076

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# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 ORA Telephone: 020 8446 6921 Pax: 020 8446 7116 Telex: 296142 AGRICO G. e-mail: trade@agrimper.co.uk

Contract of Sale No. DFS/56607

Date 17th July 2007

Buyer Jakil SPA Foro Buonaparte, 68 20121 Milano Italy

Dear Sirs.

We confirm having sold to you on 17/07/2007 the following:-

COMMODITY:

Sudanese durra feterita 2005/2006 and/or 2006/2007

crop at sellers option cleaned to within maximum 3% admixture, maximum 0.50% Tannin in sound good condition at time and place of

Quality/condition/description all final as per certificate/s issued at time

of shipment by SGS or their agents in Sudan.

Delivered weight.

QUANTITY/

One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at

contract price.

SHIPMENT:

September/October 2007 from origin.

Sellers option to ship any date during this shipment period provided that B/Ls are dated not earlier than 21 days from the date of the first B/L's issued against shipment executing contract no. DFS/56407

dated 10/07/2007.

PACKING:

In bulk.

PRICE:

US\$ 241.50 (Two hundred and forty one US Dollars and fifty cents)

per mton.

C+F Free Out one Italian Adriatic port out of Venice/Ancone/Rayenna at buyers option, where buyers guarantee berth to accommodate vessel upto 31' feet swad. In the event buyers want additional ports, then this will be as per rates stipulated in the Charter Party which shall be for

buyers account.

Discharge port to be declared at sellers first demand but not later

than commencement of loading of vessel.

PAYMENT:

100% cash against documents on presentation in Italy with payment latest on arrival of vessel/s at discharge port and prior commencement

of discharge by T/T. T/T charges for buyers account.

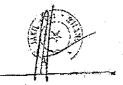
Should documents be presented at buyers bank before 11:00 hrs AM then sellers will be credited with value within 48 hours, otherwise

within 72 hours value.

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Page 1

Directors: F. G. Philippes, K. L. Philipses, Registration number: 01370076



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#### Agrimpex Co. Limited

Regal House, 1138 High Boud, London, NZO ORA Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G. e-mail: trade@agrimpex.co.uk

Contract of Sale No. DF\$/56607

Date 17th July 2007

PAYMENT CONT/D...:

In the event vessel's arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel's before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced prorata if vessel singledecket/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecket per weather working day of 24 consecutive hours SSHEX unless used and prorata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours, WIBON/WIPON/WIFPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

OTHER TERMS/ CONDITIONS:

- 1) All export duties and/or taxes and/or levies present and/or future are for sellers account.
- 2) All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) Buyers have the exclusivity on performing vessel/s at discharge
- port.
  4) Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

AGRILIPHY CO LIMITED

(Cont/d...)

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Directors: P. G. Philipper, K. L. Philipper Englandion mumber; 01370076

# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 ORA Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G. 6-mail: trade@agrimpex.co.ok

Contract of Sale No. DFS/56607

Date 17th July 2007

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OTHER TERMS/ CONDITIONS CONT/D.....

5) - Furnigation certificate

6) - Vessel/s to be singledecker/bulkearrier/tweendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.

7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

AGRIMPEC O LIMITED

BUYERS

JAKIL S.P.A.

30. LUG. 2007 10:51

JAKIL SPA

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### Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 ORA Telephone: 920 8446 6921 Fax: 920 8446 7116 Telex: 296142 AGRICO G. e-mail: trade@agrimpex.co.uk

Contract of Sale No. DFS/56907

Date 27th July 2007

Buyer
Jakii SPA
Foro Buonaparte, 68
20121 Milano
Italy

Dear Sirs,

We confirm having sold to you on 27/07/2007 the following:

COMMODITY:

Sudanese durra feterita 2005/2006 and/or 2006/2007

crop at sellers option cleaned to within maximum 3% admixture, maximum 0,50% Tamin in sound good condition at time and place of

shipment.

Quality/condition/description all final as per certificate/s issued at time

of shipment by SGS or their agents in Sudan.

Delivered weight.

QUANTITY/

One cargo/cargoes 20,000 Mr 10% more or less at sellers option and at

contract price.

SHIPMENT:

October/November 2007 from origin.

Sellers option to ship any date during this shipment period provided that B/Ls are dated not earlier than 21 days from the date of the first B/L's issued against shipment executing contract no. DFS/56607

dated 17/07/2007.

PACKING:

In bulk.

PRICE:

USS 260 (Two hundred and sixty US Dollars) per mion.

C+F Free Our one Italian Adriatic port out of Venice/Ancona/Ravenna at buyers option, where buyers guarantee borth to accommodate vessel upto 31' feet swad. In the event buyers want additional ports, then this will be as per rates stipulated in the Charter Party which shall be for

ouyers account.

Discharge port to be declared at sellers first demend but not later

than commencement of loading of vessel.

PAYMENT:

100% cash against documents on presentation in Italy with payment latest on arrival of vessel/s at discharge port and prior commencement

of discharge by T/T, T/T charges for buyers account.

Should documents be presented at buyers bank before 11:00 hrs AM then sellers will be credited with value within 48 hours, otherwise

within 72 hours value.

AGRINGA CO. U.O.

Directors: P. G. Philippas. K. L. Philipas. Registration pumber: 01370076

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+3307816164

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# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 ORA Telephone: 020 8446 6921 Fax; 020 8446 7116 Telex: 296142 AGRICO G. e-mail: trade@agrimpex.co.uk

Contract of Sale No. DFS/56907

(Convd...) Date 27th July 2007

#### PAYMENT CONT/D...:

In the event vessel's arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel's before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

#### DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced proreta if vessel singledecker/bulkcarrier, or at the rate of 2,000 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and prorata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours, WIBON/WIPON/WIPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

#### OTHER TERMS/ CONDITIONS:

- All export duties and/or faxes and/or levies present and/or future are for sellers account.
- 2) All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) Buyers have the exclusivity on performing vessel/s at discharge port.
- 4) Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

AGRIMATE CO. 110

(Cont/d...)

Directors: P. G. Philippas, K. L. Philippas, Registration marcher: 01370076

### Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 CRA Telephone: 020 8446 6921 Fex: 020 8446 7116 Telex: 296142 AGRICO G. 8-mail: trade@egrkupex.co.uk

Contract of Sale No. DFS/56907

Date 27th July 2007

OTHER TERMS/ CONDITIONS CONT/D,...;

5) - Fumigation certificate

6) - Vessel's to be singledecker/bulkcarrier/tweendecker classed highest Lloyds register or equivalent. Vessel's over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.

7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

AGRIMBENT CO. LID

Directors: P. G. Philippas. K. L. Philippas. Registration number: 01370076

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